

O R I G I N A L

UNITED STATES DISTRICT COURT
DISTRICT OF NEW HAMPSHIRE

U.S. DISTRICT COURT
DISTRICT OF NEW HAMPSHIRE

NOV 18 2016

Mother Doe as parent and
next friend of John Doe

FILED

v.

Civil No. 16-cv-396-JL

Phillips Exeter Academy

VERDICT FORM

Claim 1: Breach of Contract - Enrollment Contract and E Book

1. Do you find, by a preponderance of the evidence, that Phillips Exeter Academy breached contractual obligations to John Doe contained in the Enrollment Contract and E book when taking action against him?

YES

(Yes or No)

(Proceed to Question 2.)

Claim 2: Breach of the Covenant of Good Faith and Fair Dealing
- Enrollment Contract and E Book

2. Do you find, by a preponderance of the evidence, that the Academy breached the implied covenant of good faith and fair dealing inherent in the Enrollment Contract and E book?

YES

(Yes or No)

(Proceed to Question 3.)

Claim 3: Promissory Estoppel

3. Do you find, by a preponderance of the evidence that the Academy breached a promise to the Does upon which the Does reasonably relied to their detriment?

YES
(Yes or No)

(If your answer to any of Questions 1, 2, or 3 is "yes," proceed to Question 4. Otherwise, conclude your deliberations.)

Damages

4. What amount of monetary damages, if any, did the Does incur as a result of the Academy's breach of contractual obligations or in reliance on an enforceable promise?

PLEASE SEE ATTACHED
(State the amount in words, not figures.)

(This concludes your deliberations.)

[Signature]
Foreperson

NOV 18, 2016
Date

DAMAGES

1. REIMBURSEMENT OF THIRD TRIMESTER TUITION AT EXETER
2. REIMBURSEMENT OF COST TO COMPLETE CONDITIONS OF DEAN'S LEAVE.
3. LEGAL FEES AND EXPENSES FOR THE IMMEDIATELY FAMILY ASSOCIATED WITH THE TRIAL
4. REIMBURSEMENT OF TRAVEL EXPENSES ASSOCIATED WITH THE 7/5 - 7/15 VISIT TO EXETER TO DISCUSS WITHDRAWAL WITH PRINCIPAL MACFARLANE.
5. MODIFY TRANSCRIPT OF JOHN DOE FROM DEAN'S LEAVE TO MEDICAL LEAVE.

11/18/2016